

NO NEW BCS.

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CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

MAURICE T. MOORE
BRUCE BROMLEY
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. DE KOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN

JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON

TELEX
RCA 233663
WUD 125547
WUI 620976

9-061A091

MAR 02 1979

Date

Fee \$ 10.00

CC Washington, D. C.

RECORDATION NO. 9779-C Filed 1425

MAR 2 1979-2 10 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL
ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

CARLYLE E. MAW
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
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4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
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TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N.Y.
CRAVATH, PARIS
CRAVATH, LONDON E.C. 2

March 1, 1979

Amendment Agreement Dated as of September 1, 1978,
Amending Supplemental Indenture Filed
Under Recordation No. 9779-B

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of United States Trust Company of New York, as trustee, for filing and recordation counterparts of the following document:

Amendment Agreement Number One dated as of September 1, 1978, between First Security Bank of Utah, N.A., as owner trustee, and United States Trust Company of New York, as trustee.

The Amendment Agreement amends a Supplemental Indenture, dated as of September 1, 1978, previously filed and recorded as aforesaid on October 17, 1978, at 3:30 p.m., Recordation Number 9779-B.

Please file and record the Amendment Agreement and assign it Recordation Number 9779-C.

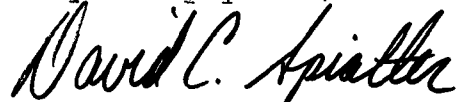
Joseph Pomeroy

NO RECORDATION
FEE
10.00
MAR 2 1979
RECEIVED

Enclosed is a check for \$10 payable to the Interstate Commerce Commission, for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document and the attached copies of this transmittal letter with your official recording stamp. You will wish to retain one copy of the instrument and the original of this transmittal letter for your files. It is requested that the remaining counterparts of the document and the copies of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,



David C. Spialter,
As Agent for
United States Trust Company
of New York, as trustee

H. G. Homme, Esq., Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

14N

Interstate Commerce Commission
Washington, D.C. 20423

3/2/79

OFFICE OF THE SECRETARY

David C. Spielten
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on

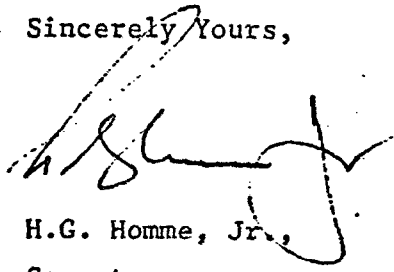
3/2/79

at

and assigned recordation number(s)

9644-D, 9761-C & 9779-C

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

AMENDMENT AGREEMENT
NUMBER ONE
TO
SUPPLEMENTAL INDENTURE

RECORDATION NO. 9779-10 Filed 1425

MAR 2 1979 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

This Amendment Agreement Number One, dated as of September 1, 1978 between First Security Bank of Utah, N.A., a national banking association not in its individual capacity, but solely as trustee (the "Owner Trustee") under a Master Trust Agreement dated as of October 1, 1976 between it and IteL Capital Services Corporation and UNITED STATES TRUST COMPANY OF NEW YORK, a New York Corporation, as trustee (the "Trustee") under a Trust Indenture dated as of October 1, 1976, between it and the Owner Trustee.

R E C I T A L

The parties hereto desire to amend that certain Supplemental Indenture dated as of September 1, 1978 (the "Supplemental Indenture").

NOW, THEREFORE, the parties hereto agree as follows:

1. Exhibit A is hereby amended by adding the following paragraph:

(P) Notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the Form of Note, for purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

Principal Payment
Numbers

Payments 1-15	\$68,532.72
Payments 16-28	56,073.24
Payment 29	12,762.64

2. By its consent attached hereto, Lease Investments Trust, as Interim Lender, agrees that upon execution and delivery of this Amendment Agreement Number One it will imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture, the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE DATED AS OF SEPTEMBER 1, 1978, A COPY OF WHICH IS ATTACHED HERETO"

and it will attach this Amendment Agreement Number One to the Note.

3. All terms used herein that are defined in the Supplemental Indenture shall have the same meanings herein as therein defined.

4. Except as amended hereby, the Supplemental Indenture shall remain unaltered and in full force and effect in all other respects, and all references therein to "this Supplemental Indenture," or "this Agreement" or similar references shall refer to the Supplemental Indenture as amended hereby.

5. This Amendment Agreement Number One may be executed or consented to in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Trustee:

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment Agreement Number One to be duly executed by their respective officers thereunto duly authorized, as of the date first above written.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation, as Owner
Trustee

By


Authorized Officer

Attest:



Authorized Officer

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee, and
Trustee

[Corporate Seal]

By

Assistant Vice President

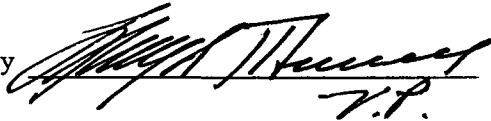
Attest:

Assistant Secretary

The undersigned hereby concurs in and agrees and consents to the foregoing Amendment Number One to Supplemental Indenture.

UNION TRUST COMPANY

Dated Jan 11, 1979

By 
W.H. Thomas
V.P.

LEASE INVESTMENTS TRUST

Dated _____, 1979

By _____

PROVIDENT MUTUAL LIFE INSURANCE
COMPANY OF PHILADELPHIA

Dated _____, 1979

By _____

STATE OF NEW YORK,)
) ss.
COUNTY OF NEW YORK.)

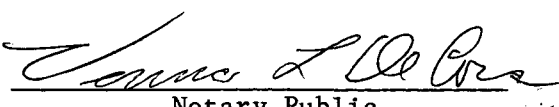
On the _____ day of _____, 1979, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in, _____; that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.
COUNTY OF SALT LAKE.)

On the 12 day of Jan, A.D. 1979, personally appeared before me, WILLIAM C. MCGREGOR who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its By-Laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that said national banking association executed the same.


Notary Public

My Commission Expires November 15, 1981

[NOTARIAL SEAL]

AMENDMENT AGREEMENT
NUMBER ONE
TO
SUPPLEMENTAL INDENTURE

This Amendment Agreement Number One, dated as of September 1, 1978 between First Security Bank of Utah, N.A., a national banking association not in its individual capacity, but solely as trustee (the "Owner Trustee") under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation and UNITED STATES TRUST COMPANY OF NEW YORK, a New York Corporation, as trustee (the "Trustee") under a Trust Indenture dated as of October 1, 1976, between it and the Owner Trustee.

R E C I T A L

The parties hereto desire to amend that certain Supplemental Indenture dated as of September 1, 1978 (the "Supplemental Indenture").

NOW, THEREFORE, the parties hereto agree as follows:

1. Exhibit A is hereby amended by adding the following paragraph:

(P) Notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the Form of Note, for purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

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Payment 29	12,762.64

2. By its consent attached hereto, Lease Investments Trust, as Interim Lender, agrees that upon execution and delivery of this Amendment Agreement Number One it will imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture, the following legend:

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and it will attach this Amendment Agreement Number One to the Note.

3. All terms used herein that are defined in the Supplemental Indenture shall have the same meanings herein as therein defined.

4. Except as amended hereby, the Supplemental Indenture shall remain unaltered and in full force and effect in all other respects, and all references therein to "this Supplemental Indenture," or "this Agreement" or similar references shall refer to the Supplemental Indenture as amended hereby.

5. This Amendment Agreement Number One may be executed or consented to in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Trustee.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment Agreement Number One to be duly executed by their respective officers thereunto duly authorized, as of the date first above written.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation, as Owner
Trustee

By _____
Authorized Officer

Attest:

Authorized Officer

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee, and
Trustee

[Corporate Seal]

By *B. B. B.*
Assistant Vice President

Attest:

Thomas B. Zahorski
Assistant Secretary

The undersigned hereby concurs in and agrees and consents to the foregoing Amendment Number One to Supplemental Indenture.

UNION TRUST COMPANY

Dated _____, 1979

By _____

LEASE INVESTMENTS TRUST

Dated January 10, 1979

By 
Its Trustee

PROVIDENT MUTUAL LIFE INSURANCE
COMPANY OF PHILADELPHIA

Dated January 11, 1979

By 
TREASURER

STATE OF NEW YORK,)
) ss.
COUNTY OF NEW YORK.)

On the 12 day of Jan, 1979, before me personally came GEORGE BOSWELL, to me known, who, being by me duly sworn, did depose and say that he resides in, SPRINGFIELD, N.J.; that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

[NOTARIAL SEAL]

Christine C. Collins
Notary Public

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 31-4624735
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1980

STATE OF UTAH,)
) ss.
COUNTY OF SALT LAKE.)

On the _____ day of _____, A.D. 1979, personally appeared before me, _____ who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its By-Laws and by resolution of its board of directors, and said _____ acknowledged to me that said national banking association executed the same.

Notary Public

[NOTARIAL SEAL]